

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
CIVIL ACTION NO. 3:17-cv-155-RJC-DCK

MEINEKE CAR CARE CENTERS, LLC,)
)
Plaintiff,)
)
vs.)
)
SHANE M ROTHARMEL LLC and)
SHANE M ROTHARMEL,)
)
Defendants.)

AGREED FINAL ORDER

The parties having advised the Court that they have settled the above captioned case, and that they have agreed that the Court shall enter this Order pursuant to a settlement agreement entered into by and between the parties to this action,

It is this _____ day of _____, 2018 hereby ORDERED, ADJUDGED, AND DECREED that:

1. In the event the Meineke Franchise and Trademark Agreements are terminated for Defendants Meineke Center No. 187 located at 1616 Jimmie Davis Highway, Bosier City, Louisiana 71112 (hereinafter, "Center 187") and Defendants Meineke Center 2332 located at 3062 E. Texas Ave., Bosier City, Louisiana 7111 (hereinafter, "Center 2332") pursuant to the settlement agreement entered into by and between the parties to this action, Defendants and shall cease and refrain from, for a period of one (1) year from the date of compliance, directly or indirectly owning a legal or beneficial interest in, managing, operating or consulting with: (a) any business operating at the premises of former Center 187 or Center 2332 or within a radius of

six (6) miles of the premises of former Center 187 or Center 2332 which business repairs or replaces exhaust system components, brake system components, or shocks and struts; and (b) any business operating within a radius of six (6) miles of any Meineke Center which business repairs or replaces exhaust system components, brake system components, or shocks and struts.

2. In the event the Meineke Franchise and Trademark Agreements for Center 187 and Center 2332 are terminated pursuant to the settlement agreement entered into by and between the parties to this action, Defendants shall from the date of such termination: (i) immediately cease using and/or remove and/or have removed any names, marks, signs, forms, advertising, manuals, computer software, supplies, products, merchandise and all other things and materials of any kind which are identified or associated with the Meineke name, logo, marks or trade dress, or which contain a name, logo, mark or trade dress confusingly similar to the Meineke name, logo, marks or trade dress, including, but not limited to the Meineke pole sign and the black, yellow and red signage above the bay doors that list Meineke's services, and; (ii) immediately return to Meineke any written Meineke materials still in Defendants' control.

3. All other claims in this action are dismissed with prejudice.


4. The Court retains jurisdiction over the parties to enforce the provisions of this Order and Judgment.

SO ORDERED and ADJUDGED, this _____ day of _____, 2018.

UNITED STATES DISTRICT COURT

CONSENTED TO IN FORM AND SUBSTANCE:

SHANE M. ROTHARMEL, LLC

By: 
Shane M. Rotharmel, Authorized Representative

Date: 2/22/18

DEFENDANT SHANE M. ROTHARMEL


Shane M. Rotharmel

Date: 2/22/18

PLAINTIFF MEINEKE CAR CARE CENTERS, LLC

By:  NOAH PULLACK
Executive Vice President General Counsel

Date: 1/29/18